

# INSURANCE CONDITIONS TRIPY SUPPLEMENTARY TRAVEL MEDICAL COVER

# INSURANCE CONDITIONS INCLUDING GLOSSARY AND PRIVACY NOTICE

CAREFULLY READ THE POLICY INFORMATION PACK BEFORE SIGNING
THIS DOCUMENT WAS PREPARED ACCORDING TO THE "SIMPLE AND TRANSPARENT CONTRACTS" GUIDELINES.

**Travel Insurance Contract** 

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#### GLOSSARY

**Insured:** the individual, mentioned in the policy, whose interests are covered and protected by the insurance.

Insurance: the insurance contract

**Assistance:** timely assistance or help, in money or in kind, provided that the Insured person is in difficulties following the occurrence of an accident, organised through the Operations Centre.

Natural disasters: tornadoes, hurricanes, earthquakes, volcanic eruptions, flooding, nuclear explosions and other natural disturbances.

**Operations Centre:** the organisational structure of Inter Partner Assistance SA - Rappresentanza Generale per l'Italia- Via Carlo Pesenti, n. 121 - 00156 Rome - made up of human resources and equipment, available 24 hours of every day of the year, providing telephone contact with the Insured, organising intervention in-situ and to carry out, with costs borne by the Company, any assistance provided for in the Policy.

Policyholder: the person who takes out the insurance policy. In the case of a natural person, a person of legal age with legal capacity to act.

Destinations: The list of individual countries per destination Band is available on the www.tripy.net website prior to subscription.

**Domicile:** the place in Italy where the insured lives or has established the headquarters of his/her business and interests.

Day hospital: hospitalisation that does not involve an overnight stay, but is documented by medical records, at an authorised medical facility having beds devoted to hospital use. Destinations:

- Italy: the Italian Republic, the Republic of San Marino and the Vatican City State.
- **Europe:** the countries of geographical Europe (including Italy and the Russian Federation) and the Mediterranean (Algeria, Canary Islands, Cyprus, Egypt, Lebanon, Libya, Madeira, Morocco, Tunisia, Turkey, Israel).
- Whole world excluding USA, Canada and Mexico: all countries of the world, excluding USA, Canada and Mexico.
- Whole world including USA, Canada and Mexico: all countries of the world including USA, Canada and Mexico.

Abroad: all countries of the world, except Italy.

**Event:** the occurrence that caused or has given rise, directly or indirectly, to one or more claims.

**Relative:** the spouse, children, father, mother, brothers, sisters, half-brother, half-sister, grandparents, in-laws, sons-in-law, daughters-in-law, brothers-in-law, uncles, first cousins, nieces and nephews of the Insured, as well as any others living with him/her, provided that they have been duly certified.

**Excess:** a fixed amount, in absolute number, to be paid by the Insured Person in the event of a claim or claims.

Compensation or indemnification: the sum payable by the Company in event of a claim covered by the guarantees of the policy.

**Injury:** casualty due to fortuitous, violent and external causes that produces objectively noticeable bodily harm, which, as a consequence, result in the death, permanent injury or temporary disability.

**Healthcare institution:** university hospital, hospital, healthcare facility, day hospital, diagnostic and / or therapeutic clinic, that is duly authorized for diagnosis and treatment. The following are not commonly considered health facilities for diagnosis and care: thermal baths and spas, those that are primarily for dietary purposes, for personal wellness, rehabilitation, convalescence, long-term hospitalisation or stays, facilities for the elderly.

Italy: the Italian Republic, the Republic of San Marino and the Vatican City State.

Illness: any noticeable impairment of health not due to an injury.

Pre-existing illness: illness that is the manifestation or direct result of chronic pathological conditions or those that existed before date trip.

Maximum limit: the maximum amount, established in the Policy, guaranteed by the Company in the event of a claim.

**Medicines:** are considered to be those listed in the Italian Register of Medicines. The following are not considered to be medicines: parapharmaceutical, homoeopathic, cosmetic and dietary products, galenic preparations, etc., even if prescribed by a doctor.

 $\textbf{Policy:} \ \text{the document which proves the insurance has been taken out.}$ 

**Premium:** the amount owed by the Policyholder to the Insurer.

**Statute of Limitations:** the expiry of the time to exercise the same right within the time allowed by law.

 $\textbf{Residence:} \ \text{the place where the insured has established his/her dwelling as indicated on the certificate of residence.}$ 

Hospitalization: a stay in a healthcare institution that is duly authorised to provide hospital care, covering at least one overnight stay, or a day hospital.

**Deadline**: the date the contract expires in all its effects.

**Deductible:** the part of indemnifiable damage under the terms of the policy, calculated as a percentage, that remains the responsibility of the Insured per claim.

Casualty: the occurrence of the damaging event, in an uncertain future, for which insurance has been given.

Company: INTER PARTNER ASSISTANCE S.A. Rappresentanza Generale per l'Italia – Via Carlo Pesenti 121 - 00156 – 00173 Roma.

 $\textbf{Travel:} \ a \ trip, stay \ or \ location \ resulting \ from \ the \ relative \ contract \ or \ travel \ document.$ 

# 1. GENERAL RULES OF THE CONTRACT

#### 1.1. - Other insurance policies

If the same risk is covered separately by multiple insurance policies with different insurers, the Insured must notify each insurer of all the other insurance policies.

If the Insured intentionally fails to notify the insurers, the latter are not obliged to pay the compensation. In the event of a claim, the Insured must notify all insurers pursuant to Article 1913 of the Italian Civil Code, specifying the names of the other insurers. The Insured Person may claim compensation from each insurer in accordance with the terms of the respective contract with each insurer, provided that the total amount collected does not exceed the amount of the loss.

The insurer that has paid shall be entitled to recourse against the others for the proportional distribution of the indemnities due under the respective contracts. If an insurer is insolvent, its share is divided among the other insurers.

The Insured Person must also make all documentation available to the Company relevant to the investigation and assessment of the case.

# 1.2 - Declarations concerning the circumstances that have an impact on risk

Inexact statements or reticence by the Policyholder or the Insured concerning the circumstances that influence the risk assessment, may lead to the total or partial loss of the right to compensation, and also termination of the Insurance article 1892 to art. 1892, 1893, and 1894 of the Italian Civil Code

#### 1.3 - Payment Currency

The indemnities are paid in Italy, in Euro. For expenses incurred outside the Euro area, the reimbursement will be calculated using the official exchange rate for the day the expenses were incurred.

#### 1.4 - Reference to laws

Italian laws apply to any other matter not otherwise regulated herein. All litigations are subject to the Italian jurisdiction.

#### 1.5 - Tax charges

The tax charges for the insurance are borne by the Policyholder.

#### 1.6 - Competent Court

Competent court is the place of residence of the Insured or Policyholder.

## 1.7 - Prescription Term

The prescription term of rights concerning this Policy is two years, as set forth by art. 2952 of the Italian Civil Code.

## 1.8- Right of Recourse

Until the liquidated sum is reached, the Company is subrogated in all rights or actions that the Insured Party may have in relation to those responsible for the harm.

# 1.9- Documentation

The Company has the faculty to request additional documents compared to those foreseen in the contract for liquidation purposes, and does not lose the right to claim, at any time and any circumstance, any exceptions also after initiating to settle the warranty claims.

## 1.10- Cooling-off period

If the Policy is taken out remotely or outside the Insurer's offices, if the trip lasts more than one month and if the Policyholder is a natural person, the Policyholder has the right to cancel the policy within 14 days of taking out the policy by calling **06 42115606**, selecting the relevant option and following the instructions provided.

If the Policyholder exercises the right of withdrawal and the premium has been paid, the Company will refund the amount of the premium already paid (less legal taxes, which are not refundable).

A signed copy of the policy certificate should be sent to the following address:

Assicurazioni di Viaggio - Certificati Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia Via Carlo Pesenti, 121 00156 - Roma

Alternatively, a duly signed and scanned certificate can be sent to the following email address: certificati.travel @axa-assistance.com

# 2. HOW THIS POLICY WORKS

# 2.1 - Operation and effective start date

The explicitly signed guarantees apply for:

- for travel for tourism, study or business purposes;
- from the date and time indicated in the policy. The Company will use the Rome time zone (UTC/GMT + 1) as the reference for the effective date. For all guarantees, except cancellation, the insurance cover starts at 00:00 hrs on the day of departure and ends at the end of the trip, and in any case no later than the expiry date (24:00 hrs on the day of return); for cancellation cover only, the insurance cover starts at 00:00 hrs on the day following the date of issue and ends at 24:00 hrs on the day of departure or until the start of the trip itself
- for the period specified in the policy, but up to a maximum of 100 days;
- for insured persons over 71 years of age, for the period specified in the policy, but up to a maximum of 35 days;

- for the destination and maximum amounts indicated in the policy;
- if the Policyholder is, in the case of a natural person, a person of legal age with legal capacity to act;
- if the premium has been paid.

The Company declines all responsibility for delays or impediments that may arise during the provision of services, if they are due to force majeure, caused by the intervention of the authorities of the country in which the assistance is provided, or due to events not attributable to the Company.

#### 2.2 - Insurable Persons

The Company only insures persons with an Italian tax code who are resident in the Italian Republic and who have legal capacity at the time the policy is taken out. Residents of the Republic of San Marino and Vatican City can also be insured, even if they do not have an Italian tax code.

For trips of up to 35 days, persons under the age of 90 on the policy date are eligible for cover. Nevertheless, persons who turn 90 during the term of the policy will continue to be covered until the policy expires.

For trips lasting more than 35 days, persons who have not already turned 71 years of age on the date of commencement of the trip are eligible for cover. Nevertheless, persons who turn 71 during the term of the policy will continue to be covered until the policy expires.

For Home Assistance benefits, persons who are resident abroad and temporarily residing in Italy are also considered to be insured. In this case, the cover will be provided at the place of temporary residence in Italy.

#### 2.3 - Overlapping cover

- 2.3.1- In cases where the premium may be determined by the destination, the policy must be issued for the destination that comprises all legs of the trip, including any intermediate ones. 2.3.3 The policy must be taken out before departure. The policy is valid for countries falling within the same risk category as the chosen destination, as well as for countries falling within lower risk categories (please refer to www.tripy.net).
- 2.3.2 The conformity of this policy for issuing visas for travel to the Russian Federation may be subject to changes, even temporary, decided by the competent diplomatic authorities. Contact the Embassy or Consulate before taking out this policy.
- 2.3.3 The policy must be taken out before departure. If the policy is taken out after the date of departure, the Company will not consider any request for assistance or reimbursement in the event of a claim.

#### 2.4- Territory

The insurance is valid for the following section:

• Travel Medical Expenses, Back Home and Cover Stay: destination chosen in the policy.

#### 2.5- Limitations common to all sections

In the event of multiple claims under the policy originating from the same event that simultaneously involves several insured parties, the aggregate policy limit for all claims may not exceed €20,000,000.00.

If the aggregate amount of claims exceeds €20,000,000.00, the amounts payable to the Insured shall be proportionally reduced, where possible.

## 3. WHAT IS COVERED

### 3.1 - Purpose of the Insurance

The Company, through its Operations Centre, provides the guarantees specified in the following sections:

# A. TRAVEL MEDICAL EXPENSES

## A. TRAVEL MEDICAL EXPENSES

# Section-specific definitions:

Family: the person bound by a family relationship with the Insured (limited to: spouse, cohabiting partner, children, father, mother). The definition of the family includes other relatives permanently living with the Insured as well as resulting from the family status (exhaustive list: brothers, sisters, grandparents, sons-in-law, daughters-in-law, uncles, cousins, nephews).

# A.1. - Purpose of the insurance:

The Travel medical expense cover applies on a second-risk basis and the involvement of the Company is in any case subject to having valid medical expense cover underwritten with the Company or with another insurance company.

The Company, in the event of an illness or an accident of the Insured while travelling, provides the following services:

NEL MEDICAL EXPENSES indicated limitation amounts must be considered per insured, claim and insurance fod, given the sub limits set out below.	Limit  EUROPE  ITALY WORLD EXCEPT FOR USA / CANADA/ MEXICO  USA / CANADA/ MEXICO					
period, given the sub-limits set out below.						
BY DIRECT PAYMENT – only if the Operations Centre has been contacted beforehand		Trips up to 35 days	Trips lasting from 35 days to 100 days			
a) If the insured incurs medical expenses / hospital care or urgent and unavoidable surgery which cannot be postponed, received in situ during the travel, during the coverage period, the Company shall bear the costs with payments made by the Operations Centre.  Coverage continues until the date of discharge or until such time as the insured shall be deemed, in the opinion of the Company's medical doctors, in condition to be repatriated. Where the Company cannot make direct payment, the expenses will be reimbursed provided they have been authorised in advance by the Operations Centre which, in this case, was contacted during the period of hospitalisation.  No refund will be made without prior contact with the Operations Centre helpline.	€10,000	Maximum amount indicated on the Policy Declarations Page  Maximum amount as chosen € 100,000 € 300,000 € 500,000	Maximum amount indicated on the Policy Declarations Page € 100,000			
REIMBURSEMENT - Even without prior authorisation from the Operations Centre, within the indicated sub-limits, upon the presentation of appropriate both clinical and tax documentation	€ 5,000		€ 5,000		€ 5,000	
a) The Company will reimburse the cost of transport from the scene of the event to the medical centre emergency room or place of first admission.						
<b>b)</b> The Company shall reimburse the expenses for medical and / or pharmaceutical examinations provided that they are undergone as a result of medical prescription, diagnostic tests, ambulatory care and/or admission ( <i>including day hospital</i> ), sustained following an injury or illness that occurred while travelling.	€ 1,500					
c) <u>Dental care</u> : The Company will reimburse the expenses for urgent dental care following an accident while travelling. <u>Treatment following an accident</u> : In the event of an injury occurring while travelling the Company will also reimburse, in addition to the expenses incurred on site, the expenses for medical and diagnostic tests, provided they are performed within 30 days after the return from the travel.	€ 500		€ 500			
<b>d)</b> The Company shall provide the refund of the rehabilitation expenses, including the physiotherapy, incurred following an accident or illness occurring while travelling and which resulted in a hospital admission. The guarantee covers, exclusively, the expenses incurred in the hospital or during the recovery period immediately following the admission and, in any case, prior to the return from the trip.		€ 500				

## A.2 - Effective start date and operation of the section of Travel Medical Expenses

The guarantee runs from the time the trip begins and it ends at the end of the trip, however not later than the policy's end date.

The guarantee is given within the limits of capital and the assistance in situ where the event occurred, always included in the "destination" chosen in the policy.

# A.3- Deductible, Travel Medical Expenses

The capital insured under the primary policy, is understood to be the fixed deductible of this policy, with a minimum of €5,000.00.

#### A.4 - Provisions and limitations

- a) For Insured Persons over 71 years of age at the time the policy is taken out, if the chosen maximum limit for Travel Medical Expenses is €300,000 or €500,000, it shall be limited to €100,000, should the claim be caused by a progressive pre-existing condition and its complications.
- b) The Insured releases the doctors who examined him/her and the people involved by the policy conditions from professional confidentiality, exclusively for the events covered by this insurance and exclusively to the Company.
- c) For amounts greater than €1,000.00, the Company shall reimburse medical expenses incurred only if the Insured Person pays them by bank transfer or credit.

#### 4. WHAT IS NOT COVERED

#### 4.1 - Exclusions common to all sections

This policy excludes any claim, service, consequence and/or event that arises directly or indirectly from:

- a) situations of armed conflict, invasion, acts of foreign enemies, hostilities, war, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts to usurp power:
- b) ionising radiation or radioactive contamination from nuclear fuel, or arising from phenomena of transmutation of the nucleus or radioactive, toxic, explosive, or other dangerous features of nuclear equipment and its components;
- c) air, water, soil, subsoil contamination, or any other environmental damage;
- d) search and rescue expenses of the Insured in the sea, lake, mountain or desert;
- e) wilful or gross misconduct of the insured;
- f) suicide or attempted suicide.

No (re)insurer will be required to provide coverage, to pay a claim or provide a service in any capacity in the event that the provision of such coverage, payment of the claim or the provision of this service exposes the (re)insurer to any penalty or restriction pursuant to a resolution of the United Nations or under the sanctions, laws or economic and trade embargoes of the European Union, the United Kingdom or the United States of America

## **4.2 - Exclusions to the Travel Medical Cover section** (in addition to common exclusions)

The assistance will not be provided in the following cases:

- a) if the insured (or his/her representative) ignores the indications of the Operations Centre, and asks to be discharged from the facility where admitted, against the advice of the doctors or refuses transportation or repatriation. In both cases the Company will immediately suspend assistance and coverage of additional medical expenses accrued from the day following the refusal of transport/repatriation to Italy.
- b) a travel made to an area where, at the time of departure, there is a ban or limitation (even temporary) issued by a competent public authority;
- ) a travel made for the purpose of undergoing medical / surgical treatment;
- d) travel to countries to which travel is formally advised against by the Ministry of Foreign Affairs and International Cooperation, for Italy, and/or equivalent competent authority of the country of destination;
- e) failure to comply with or adhere to the rules on vaccines and prevention of disease.

Also, the Company will not accept responsibility for expenses arising from:

- e) rehabilitation and physiotherapy services other than those referred to in the Travel Medical Cover Section, point d);
- $f) \ mental \ illness, schizophrenia, bipolar \ disorders, psychosis, major \ depression \ in \ the \ acute \ stage;$
- g) purchase, application, maintenance and repair of prostheses and therapeutic devices (non-exhaustive list: rental/purchase of crutches, braces, wheelchairs, etc...);
- h) treatment or removal of physical defects or congenital malformations, for aesthetic applications, for thermal and slimming treatments;
- i) voluntary termination of a pregnancy;
- l) practising sports involving aircraft and aerial sports in general, boxing, martial arts, weightlifting, wrestling in its various forms, mountaineering with climbing of a difficulty greater than grade 3 on the UIAA scale, free climbing, skeleton, high-speed skiing, extreme skiing, American football, rugby hockey, descending rapids using any means, solo regattas or crossings on the high seas, bungee jumping, ski or water ski jumping, acrobatic skiing, scuba diving, spelunking, bob-sleighing on a designated track, kite surfing, snowkiting;
- m) any sport carried out professionally or which, nonetheless, leads to direct or indirect remuneration;
- n) purchase and repair of glasses, contact lenses;
- o) follow-up visits in Italy for situations resulting from illnesses which started while travelling;
- p) hunting activities;
- q) activities involving the use of mines, weapons and/or dangerous substances, explosives, access to mines, quarries and excavation and/or mining activities on land and sea;
- r) activities as a fireman, pyrotechnician, skydiver, acrobat, stand-in, stuntman as well as pilot or crew of aircraft;
- S) skydiving and downhill skiing.

Coverage also does not apply to accidents caused by or due to:

- natural delivery or caesarean section;
- morbidity due to pregnancy beyond the 26th week of pregnancy and childbirth;
- malice of the insured;
- abuse of alcohol or drugs and the use of narcotics and hallucinogens;
- attempted suicide or suicide.

# 5. WHAT TO DO IN THE EVENT OF A CLAIM

#### WHEN CLAIMING TRAVEL MEDICAL EXPENSES

The Insured, or someone acting on his behalf, must immediately contact the Operations Centre, providing personal data of the Insured, the policy number and the type of intervention required, indicating, in addition, for:

- Travel Medical Expenses following hospitalisation
- temporary telephone number;
- Hospital details ((name and telephone number, ward where admitted, name of the doctor who took care of the patient));
- address of any relatives / travelling with the Insured.

# IN CASE OF A REFUND REQUEST

For every refund request, the Insured or the person acting on his behalf, must report the accident to the Company within 30 days after his/her return, regardless of the way in which the claim is made (i.e. in writing or via the <a href="https://www.tripy.net">www.tripy.net</a> website), with all the documents relevant to the settlement of the claim, without prejudice to the provisions of Article 1.12 of the General Conditions of Insurance, and in particular:

- policy number;
- receipt of payment of the trip with the route;
- personal details and tax I.D. of the payment recipient (pursuant to Italian Law No. 248 of 4 August 2006);
- name and address of the Bank, IBAN, SWIFT code in the case of a foreign bank account;
- name of account holder if different from the owner of the file;
- place, date and time of the event and the circumstances and the causes that have determined it.

## He will also provide:

#### • Refund of medical expenses:

- medical records written on site (medical records, minutes of first aid, medical certificate stating the diagnosis) and related original receipts of incurred medical expenses.

## IMPORTANT REFERENCES

## TRAVEL MEDICAL COVER SECTION

OPERATIONS CENTRE 24/7 Ph. + 39 06 42115820

# REFUND REQUESTS

# The events must be reported as follows:

- via website at www.tripy.net <u>www.tripy.net</u> or otherwise

- by post to

Inter Partner Assistance S.A. - Travel - Claims Office

Casella Postale 20175 Via Eroi di Cefalonia 00128 Spinaceto – Rome

## PERSONAL DATA PROCESSING CONSENT FORM

Pursuant to Articles 13 and 14 of EU Regulation 2016/679 (on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) the Interested Party (client/policy holder/signatory of the collective policy/insured party/jointly insured party/beneficiary/ their interested parties) is informed of the following.

#### PRFI IMINARY REMARK

This notice is provided by the insurance company (data controller) also in the interest of the other data controllers within the framework of the so-called "insurance chain", pursuant to the decree of the Personal Data Protection Authority of 26 April 2007 (web document No). 2

# 1. IDENTITY AND CONTACT DATA OF THE DATA CONTROLLER

Inter Partner Assistance S.A. - General Agent for Italy, registered office in Rome, Via Carlo Pesenti No 121, VAT number 04673941003 – Tax I.D. 03420940151, Tel: +39 06/42118.1.

# 2. CONTACT DATA OF THE DATA PROECTION OFFICER (DPO)

The Interested Party can contact the data protection officer (DPO) of the insurance company, the data controller, by writing to the following contacts:

- by post: Inter Partner Assistance S.A. Rappresentanza Generale per l'Italia Via Carlo Pesenti n. 121 00156 Roma;
- per e-mail: privacy@axa-assistance.it.

# 3. CATEGORIES OF PERSONAL DATA THAT ARE THE SUBJECT OF THE PROCESSING

The following categories of personal data of the Interested Party are the subject of the processing only and exclusively for the purposes specified below:

- a. data identifying the Interested Party, such as for example: first name and surname, place and date of birth, place of residence and domicile, details of identity document, tax I.D.;
- b. sensitive data of the Interested Party strictly necessary for performing the signed agreement.

# 4. METHOD OF PROCESSING

The personal data are processed manually or with electronic, information-technology and computer instruments with logics strictly linked to the purposes and anyway in such a manner as to ensure the security and confidentiality of the data.

# 5. PURPOSES AND LEGAL BASIS OF THE PROCESSING

The processing of the personal data has the following purposes:

a) purposes strictly connected and instrumental to the offer, finalisation and performance of the signed agreement (including any renewals) regarding both insurance and re-insurance and the connected and instrumental activities in which Inter Partner Assistance S.A. - General Agent for Italy is authorized to engage by current legal regulations (e.g. payment of premiums, handling and settling claims), spreading risk by coinsurance or re-assurance and the prevention, identification and/or prosecution of fraud, including insurance fraud and the relative legal action; compliance with legal obligations and regulations, Community regulations, requirements set by authorities empowered by law or by supervisory and control bodies.

For the purposes of letter a), data processing is deemed to be allowed inasmuch as it is necessary for performing the agreement to which the Interested Party is a party (in his or her own right or as the representative of a legal person or in order to perform pre-contractual steps relating to this agreement. Processing is also deemed to be allowed if the Interested Party has given his or her consent to the processing of personal data, including sensitive data, for the aforesaid purposes. Without the Interested Party's revocable consent to use the data, we will not be able to provide the Interested Party with the aforementioned services, insurance services and/or products.

# 6. RECIPIENTS/CATEGORIES OF RECIPIENT OF PERSONAL DATA

Recipients of the personal data of the Interested Party are above all employees and/or collaborators of the data controller, who are part of the internal organisation who process the gathered exclusively for the purposes of the respective tasks (e.g. Claims Department, Complaints Department, Back Office and Underwriting Department), in conformity to the instructions received from the data controller and on the data controller's authority.

Recipients of the personal data of the Interested Party fall into the following categories of third parties outside the organization of the data controller, to whom the personal data must be communicated. These parties act as independent data controllers unless they have been appointed as processing supervisors.

For the purposes of point 5 a), these parties are:

- a. Other parties in the insurance industry (so-called "insurance chain") such as insurers, coassurers and re-insurers, insurance brokers (and relative brokerage staff);
- b. professionals, consultants, studios or companies operating in the field of professional consultancy and assistance such as legal practices, trusted physicians, privacy consultants, money-laundering consultants, tax consultants, fraud consultants/companies, debt recovery professionals/companies, companies monitoring/controlling the quality of insurance proposals and placement of insurance agreements, etc;
- c. parties engaged in activities connected and instrumental to the performance of the signed agreement and the handling and settlement of the claim such as: storage, management, filing and destruction of documentation on dealings with clients and non-clients; transmission, envelope stuffing, transport and sorting of correspondence to clients; client assistance activities (e.g.: call centres, help desks); remote offering and placement of insurance policies (outside call centres); handling, settlement and payment of claims; back-office administration of policies and support for the management and collection of premiums;
- d. consortium association organisms of the insurance industry (e.g. ANIA) or financial sector with which the data controller or the insurance chain are registered;
- e. companies of the group to which the data controller or other data controllers of the insurance chain belong (holding companies, subsidiary and affiliated companies, also indirectly subsidiary and affiliated companies, in compliance with current legal provisions);
- f. other parties to which the data have to be communicated by law, such as for example: IVASS, Banca d'Italia UIF (Financial Information Unit), Inland Revenue, the courts, the police.

Personal data will not be disseminated.

# 7. TRANSFERRING PERSONAL DATA TO RECIPIENTS LOCATED IN THIRD COUNTRIES

If it is necessary to transfer data, also sensitive data, to a place outside the European Unit, Inter Partner Assistance S.A. - General Agent for Italy, guarantees a level of data protection similar to that required by Italian and European data protection law and in line with the transfer regulations.

## 8. PERIOD OF STORAGE OF PERSONAL DATA

The personal data will be stored for the entire time necessary for the purposes indicated above and in compliance with current regulations. Some personal data will be stored also after the termination of the agreement, in particular for the purpose of settling disputes and current or future legal processes, maintaining records of our services and in all cases protecting rights in dealings with judicial authorities and in all judicial and extrajudicial cases. The personal data will be processed securely and confidentially and will be maintained accurate and updated for the period of use authorized here. At the end of the storage period, the personal data will be made anonymous or destroyed.

# 9. RIGHTS OF THE INTERESTED PARTY

The Interested Party is entitled to ask the data controller:

- a. access to;
- b. rectification of;
- c. erasure of;
- d. limitation to the processing of the personal data.

The Interested Party always has the following rights in relation to the data controller:

- e. right to oppose processing of personal data;
- f. right to data portability for data relating to the Interested Party. The "right to data portability" is the right to receive in a structured format of common use that is readable by an automatic device the personal data supplied to the data controller, and the right to transmit these data to another data controller without impediment by the data controller to whom the data have been supplied;
- g. right to revoke consent at any moment without prejudicing the legality of the processing based on the consent given prior to revocation.

The Interested Party has lastly the following right:

- h. right to complain to the Personal Data Protection Authority about infringements of personal data protection regulations. The complaint can be lodged with the Personal Data Protection Authority using the method that the Interested Party deems to be most appropriate, and be delivered by hand to the Personal Data Protection Authority (to the address indicated below) or be sent by
  - 1. registered letter with advice of delivery to: Garante per la protezione dei dati personali Piazza Venezia, 11 00187 Rome;
  - 2. to the email address: <a href="mailto:garante@gpdp.it">garante@gpdp.it</a>, or certified email: <a href="mailto:protocollo@pec.gpdp.it">protocollo@pec.gpdp.it</a>;
  - 3. fax to the number: +39 06/696773785.

# 10. SOURCE FROM WHICH THE PERSONAL DATA ORIGINATED

The data controller obtains the personal data by collecting them directly from the Interested Party or from its (internal and external) insurance brokerage staff or outsourcers who come into contact with the Interested Party (who act as outside data processors).

# 11. INFORMATION ON AUTOMATED DECISION-MAKING PROCESSES AND PROFILING

The gathered personal data are not the object of automated decision-making processes and are not subject to profiling. Our cookie policy on cookies is set out on our website and provides information on the use of cookies. When first accessing the Data Controller's website, users will be asked to give their consent for the use of cookies as set out in the relevant policy which can be accessed via a link on the homepage.

# 12. DATA ON MINORS

Some information on minors may be gathered and used by the data controller in relation to the signing of the agreement or the provision of the service.